

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

FILED
FEB 09 2007


UNITED STATES OF AMERICA,

CR06-40095

Plaintiff,

FACTUAL BASIS STATEMENT

vs.

PATRICK VINCENT SANDERS, JR.,

Defendant.

The undersigned parties stipulate that the following facts are true and establish a factual basis for the plea in the action pursuant to Federal Rules of Criminal Procedure 11(b)(3):


Regarding Count 4, on February 23, 2005, in the District of South Dakota, the defendant, Patrick Vincent Sanders, Jr., received a check from David Dettler in the amount of \$20,000 as payment for an investment in Sanders' ATM business. Patrick Sanders received the check as part of his scheme and artifice to defraud investors of money, which included selling investments in an ATM business that did not exist. For purposes of executing the scheme and artifice to defraud, Sanders deposited the check into his bank account at First Premier Bank where it subsequently entered into the banking system and resulted in the interstate electronic transfer of funds from the source bank to First Premier Bank, all in violation of 18 U.S.C. § 1343.

Regarding Count 34, in December of 2005, in the District of South Dakota, the defendant, Patrick Vincent Sanders, Jr., executed and attempted to execute a scheme and artifice to defraud First Premier Bank, a financial institution that is insured by the Federal Deposit Insurance Corporation. In doing business with First Premier Bank, Sanders claimed to own between 700 and 1000 ATM machines and to be the Midwest representative for Green Link ATM machines. In applying for a


loan from First Premier Bank, Sanders indicated that he was selling his ATM business and drafted a false sales contract representing that he was selling the business to WM Investment Group for 2.4 million dollars. Sanders also provided a list of 43 ATM machines that he was posting as collateral for the loan from First Premier Bank. Sanders received the loan from First Premier Bank, but there was no money forthcoming from the "sale" of the ATM business because it did not exist. First Premiere suffered a loss of \$75,100. The defendant defaulted on the loan, all in violation of 18 U.S.C. § 1344.

MARTY J. JACKLEY
UNITED STATES ATTORNEY

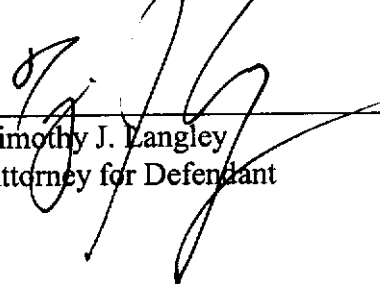
2/9/07
Date


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2-5-07
Date


Patrick Vincent Sanders, Jr., Defendant

2/8/07
Date


Timothy J. Langley
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